



St. Mary & St. Andrew's Catholic Primary School

LETTINGS POLICY

We are guided by God who is at the centre of everything we do.

We support each other to be the best we can be to secure bright futures for everyone.

With our parishes, families and the community, we work together to create a school that is safe, happy, respectful and inspirational.

1. The Governing Body actively encourages community use of the school buildings. However, it reserves the right to refuse any lettings it may choose.
2. The hirer must be willing to meet with school officials and provide details of their aims and objectives.
3. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
4. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
5. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call. If utilised the hourly rate for Site Supervisor will be charged.
6. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
7. No lettings will be approved giving the user exclusive possession. (note: this is a legal requirement, not to be confused with a sole letting)
8. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
9. All hirers must comply with health and safety legislation.
10. The Governing Body will ensure that appropriate arrangements are in place to keep children safe during the hire of school premises and facilities. Organisations submitting an application that involves working with children and/or young people will submit a signed copy of their current Child Protection and Safeguarding Policy. The Headteacher will ensure there are arrangements in place to liaise with the organisation on these matters where appropriate. The hirer is responsible for ensuring that all safeguarding checks have been completed for all employees who may be on site during the letting. Please see Appendix C.
11. Agreement on whether charges apply are determined by the governing body and will be agreed at the initial meeting along with the applicable rate. Arrangements for the payment of each letting will be made in advance with the hirer concerned.

12. Smoking is not allowed on the premises in line with school policy.

13. Alcoholic Drinks –

- a. An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.
- b. No alcohol is to be stored or retained on the premises when pupils are in school.

Approved by:	Resources Committee	Date: 19 October 2023
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Last reviewed on:	September 2023
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Next review due by:	September 2024
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St. Mary & St. Andrew's Catholic Primary School

USE OF SCHOOL PREMISES APPLICATION FORM NO:

Name of
Organisation: _____

Name of Applicant: _____

Address: _____

Telephone: _____

Name and address of person to be billed if not
same as above: _____

Details of premises
required:

(a) Name of School: _____

(b) Date(s) required: **From** **To** **No of Sessions**

Autumn Term 1 st half			
Half Term School Holidays			
Autumn Term 2 nd half			
Christmas Holidays			
Spring Term 1 st half			
Half Term School Holidays			
Spring Term 2 nd half			
Easter Holidays			
Summer Term 1 st half			
Half Term School Holidays			
Summer Term 2 nd half			
Summer Holidays			

(c) Accommodation
Required:

TYPE OF ACCOMMODATION	TICK IF REQUIRED	TIMES	
		FROM	TO
Classroom, Number Required:			
School Hall			
Sports Field			
Playground			
Disabled/Adult Toilet & Shower			
Children's Toilets			
Please state here any additional requirements:			

Purpose for which accommodation/premises are required:			
(a) If the letting is of a commercial nature, please supply details:			
(b) Will the general public be admitted?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>(delete as appropriate)</i>
Details			
(c) Details of admission charges:			
(d) Is copyright music to be performed? If yes Copyright Licence to be held	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>(delete as appropriate)</i>
(e) Will the use of a piano be required?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>(delete as appropriate)</i>
(f) Approximate number of people attending:	<input type="text"/>		
(g) Is alcohol to be served?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>(delete as appropriate)</i>
(h) Do you intend to use/bring into the premises any additional electrical equipment: <i>(see Appendix B below)</i>			
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<i>(delete as appropriate)</i>
(i) All safeguarding checks have been completed for each employee who may be on site during the letting and confirmation provided to school. <i>(see Appendix C below)</i>			
	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
If you answer yes to any of these, please provide further details on a separate sheet			

VAT Regulations Relating to the use of Sports Facilities

Room hire alone is exempt. For example, the local Brownies hiring the school hall or sports hall for a table top sale would be exempted from VAT.

If the local football club hired the school hall (NOT a sports hall) to play football, the letting would be exempt as the hall is not a sports facility.

If the local football club hired the school sports hall to play football as a one off letting, it would be standard rated.

Premises are sports facilities if they are designed or adapted for playing any sport or taking part in any physical recreation, such as swimming pools, football pitches, dance studios and skating rinks. Each court or pitch (or lane in the case of bowling alley, curling rink or swimming pool) is a separate sports facility.

However, if the same football club hired the school sports hall for a series of lets, they will be exempted from paying VAT if they meet all the following criteria:-

The bookings are for at least 10 sessions

The interval between the sessions is not less than 1 day and no more than 14 days apart

The bookings are all for the same activity

The whole series is to be paid for (there must be written evidence of this)

The grantee has exclusive use of the facilities

The grantee is a school, club, an association or an organisation representing affiliated clubs or constituent associations.

I/WE HAVE READ THE CONDITIONS OUTLINED ABOVE AND APPLY TO BE EXEMPT FROM PAYING VAT AS WE FULFIL ALL THE ABOVE CRITERIA

SIGNED _____

ON BEHALF OF _____

DATE _____



St. Mary & St. Andrew's Catholic Primary School

Memorandum of Agreement and Indemnity to be completed for all applications:

In consideration of the Governors and/or Lancashire County Council granting me/us the use of the aforementioned premises, I/we agree to pay to the Governors or to the County Council the prescribed hire charge and to replace or pay to the Governors or the County Council the cost of making good any damage caused to the premises by me/us.

It is further acknowledged and agreed that the Governors and/or the County Council give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agree to indemnify the Governors and/or the County Council, their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents and/or loss which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the Governors and/or the County Council, their officers, servants or agents.

Under no circumstances shall the permanent electrical installation be altered or otherwise interfered with. Permission for HIRERS to erect any temporary wiring for specific function or purpose shall only be carried out on approval by both the Lancashire County Property Group and the Licensing Section of Lancashire County Council. Further I/We undertake to check and inspect the facilities to ensure that they are clear and free of hazardous material, debris and spillages prior to use.

It is further acknowledged and agreed that I/we will indemnify the Governors and/or the County Council in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1956, or under any other enactment in that behalf for the time being in force in respect of any performance of any literary, dramatic, or musical work, which takes place or which is given while the said premises are being used by me/us, our servants or agents.

(The hirer should produce evidence that this indemnity is protected by adequate insurance cover).

Signature _____

Designation _____

Date _____

SCHOOL USE ONLY

1 This application for the use of school premises is acceptable to us:

YES	NO
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(delete as appropriate)

2 The Governors have determined that this will be:-

(a) A free letting

YES	NO
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(delete as appropriate)

(b) A chargeable letting at a cost of £..... per hour/session Plus VAT where applicable

3 Lettings income will be collected * by the school / by the Authority on our behalf. * *(delete as appropriate)*

Signed *(Head Teacher)*

SAFEGUARDING

St Mary & St Andrew's Catholic Primary School are committed to safeguarding and promoting the welfare of children and young people and expects all hirers of the school premises to share this commitment.

Each application will be vetted by the Business Support Manager, taking advice from the Designated Safeguarding Lead (DSL) as appropriate and any concerns will be reported prior to approval.

When determining whether to approve an application; the Headteacher will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The Governing Body's duties with regard to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school

An application will not be approved if it:

- Is aimed at promoting extremist views.
- Involves the dissemination of inappropriate materials.
- Contravenes the statutory Prevent duty.
- Is likely to cause offence to public taste and decency (except where this is, in the opinion of the Governing Body, balanced or outweighed by freedom of expression of artistic merit).

Where an individual group is found to be promoting views in contravention of the Governing Body's Prevent duty, the person or group is guilty of an offence, under the Education Act 1996, the Head Teacher will contact the police who will remove the person or group from the premises.

In the event that facilities staff or volunteers believe that a child is at risk of harm during a letting they must:

- Make an immediate referral to the school's Designated Safeguarding Lead or Deputy DSL if the incident occurs during normal school opening hours.
- If anyone believes a child is suffering or likely to suffer from harm and/or is in immediate danger outside of school hours and the school's DSL or Deputy DSL is not immediately available then the staff member must make a direct referral by calling the Lancashire Safeguarding Team 0300 123 6720. Out of hours call 0300 123 6722. If you think a child is in immediate danger – don't delay, call the police on 999.

If an emergency referral is made by an individual, they must ensure the school's DSL or Deputy DSL is informed as soon as possible after the incident.

The responsibility for ensuring that safeguarding measures are in place rests with the hirer rather than the school. Where the hirer indicates that they will be working with children, they will be required to complete the Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site, with the headteacher, as well as the Safer Recruitment checks for all employees who may be on site during the letting.

Please email this form to: bursar@st-mary-st-andrews.lancs.sch.uk

Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site (To be completed with headteacher)

Description	Yes/No – Evidence?
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Does the provider require it's staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
3. Can the provider evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education 2023. Providers can seek advice and resources to enable them to comply in this area via the DFE	
4. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
5. Can the provider evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - <ul style="list-style-type: none"> • Gaining relevant background about any health conditions inc allergies and how any medical conditions will be managed. • Contingency arrangements for a child who becomes ill or is not collected at the end of the session • Communication between provider and the school (access to mobile phone etc) 	
6. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young people (2022)	
7. Does the provider have a complaints procedure and management of allegations procedure?	
8. Is the provider affiliated to a local or national professional body?	
9. Does the provider have an appropriately trained First Aider?	
10. Does the provider have relevant insurance?	
11. Has it been made explicitly clear to parents and all stakeholders that the third party providers are responsible for the safeguarding of children in their care.	
12. It has been made explicitly clear to the provider that the school conforms to guidance from Keeping children safe in Education, September 2023 in view of reporting any concerns?	

Completed by (Name) (Provider)

Accepted by (Name) St Mary & St Andrew's Catholic Primary (School)

Date

LETTINGS PROVIDERS – STAFF SAFER RECRUITMENT VETTING CHECK LIST
 To be completed for each member of staff attending school

Name of Organisation:	
Staff Member Name:	
Staff Member Address:	
Staff Member DOB:	
Documents and Checks verified by and Date:	

Identity – to be provided on first date attending				Qualifications		
Address Verified	Type of Verification for address	D.O.B Verified	Type of Verification for D.O.B	Prof Qual. Required	Qualification Type	Date Qualified

Clearance Checks – DBS Form to be provided on first date attending				
Childcare Disqualification Declaration	DBS Date of Clearance	Enhanced DBS Disclosure Number	Barred List Checked Date	Permission to Work in the UK

This form to be used for the sole purpose of verifying the vetting checks that have been completed by your organisation, it will not be shared with any other party or used for any other purpose. We will ensure that the collation, retention, storage and security of all personal information produced and held meets the provisions of the Data Protection Act 2008.

Table of Costs

Suggested Charges for Use of School Premises Hourly Rates to be Applied 2023/24

Area of School	Fuel	Wear & Tear	Site Supervisor (includes average NI and Superann. Contributions)	Administration	Total Hourly Charge	
					Includes Site Supervisor Costs	Excludes Site Supervisor Costs
Square Meters	Note 1		Note 2	Note 3		
0-500	£12.11	£2.06	£19.47	£8.59	£42.23	£22.76
500-1000	£21.70	£2.06	£19.47	£8.59	£51.83	£32.35
Daily Rate during weekends and school holidays				To be agreed prior to booking		

Notes:

1. The rates shown provide an indication of the costs of heating the full school premises. Discounts may be determined if premises areas are zoned.
2. This reflects the hourly cost of a school site supervisor's overtime based on SCP 6.
3. This reflects the half hourly cost of administration time based on SCP 11.
4. If external facilities are used alternative costs will need to be considered.
5. Discounts will be considered on the following basis:

<u>% Discount to Hourly Charge</u>	
Extra-Curricular Clubs exclusively for SMSA pupils	15%
Bookings term time during school hours (7:30am-8:45am and 3:30pm-6pm)	5%
Long term hirers (over 6months)	20%